

EXHIBIT 10
(Evidentiary Submission)

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

1. The mortgagor covenants and agrees as follows:

This instrument is given to secure the payment of a promissory note dated February 1, 1996 in the principal sum of \$11,400.00 and maturing on February 1, 2026.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

Trust Deed/Mortgage held by IAM Federal Credit Union, Post Office Box 366, Daleville, Alabama 36322 with a current approximate balance of \$28,000.00.

PARCELS I, II

Subject only to Prior Lien(s) in favor of:

Described in Exhibit "A" attached hereto and made a part hereof.

hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Pike, State of Alabama

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Pike, State of Alabama

This mortgage made and entered into this 1st day of February 1996, by and between Roy Brooks, Jr., Post Office Box 691, Troy, Alabama 36081 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 2120 Riverfront Drive, Suite 100, Little Rock, Arkansas, 72202

MORTGAGE
(Direct)

SPACE ABOVE THIS LINE FOR RECORDERS USE

MAIL ANY NOTICE OF DEFAULT TO:
U.S. SMALL BUSINESS ADMINISTRATION
2120 Riverfront Drive, Suite 100
Little Rock, Arkansas, 72202

THIS INSTRUMENT PREPARED BY AND MAIL TO:
Terry J. Miller, Attorney/Advisor
U.S. SMALL BUSINESS ADMINISTRATION
One Baltimore Place, Suite 300
Atlanta, Georgia 30308
(404)347-3771

BROOKS, Roy, Jr.
2814-00419 Loan No. DLB 89164130-00

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagee.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagee fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagee hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagee will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagee instead of to mortgagee and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagee in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof, in the event of failure of the mortgagee to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject under said note, and mortgagee is hereby authorized, in the name of the mortgagee, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagee's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagee shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

BRÖOKS, Roy, Jr.
2814-00419 / DLB 89164130-00

3. The mortgagee covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagee having waived and assigned to the mortgagee all rights of appraisal):

(i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being waived by the mortgagee (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagee and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagee hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagee to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, domesticated, dower, and all other exemptions of the mortgagee, all of which are hereby expressly waived and conveyed to the mortgagee; or

(iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagee or any person in possession under the mortgage shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagee fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagee or shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. In compliance with section 101.1 (d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
 11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at Post Office Box 691, Troy, Alabama 36081 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 2120 Riverfront Drive, Suite 100 Little Rock, Arkansas, 72202
- IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

STATE OF ALABAMA

COUNTY OF P. Ke

ss)
)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that

Roy Brooks, Jr.

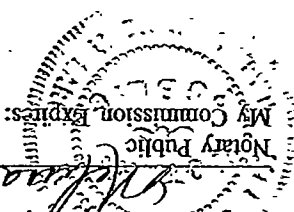
whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, this the

21 day of February, 1996

Michael A. Ingram

My Commission Expires: 11-8-98



Roy Brooks, Jr.

I hereby certify that the within instrument was filed in my
Pike County, Alabama
day of Feb. 19 96
at 4:10 P.M. and that the
tax of \$17.00
has been paid and duly recorded
in book 443 page 124
Judge Probate

One house and lot in the City of Troy, Pike County, Alabama, being more particularly described as follows: Beginning at the Southwest corner of Lot No. 6, Plat No. 3 of the Henderson Lands in Oakland Heights, as recorded in the office of the Judge of Probate of Pike County, Alabama, Plat Book One, Page Sixty-Four, running thence Northward along the West line of said lot and extension of same 245 feet, thence East 60 feet, thence Southward to the Southeast corner of said Lot No. Six 250 feet, thence Westward along the South line of said Lot Six to the point of beginning.

More commonly known as: 415 Ice Street, Troy, Alabama 36081 and 120 Hubbard Street, Troy, Alabama 36322

Parcel II

More commonly known as: 410 Hubbard Street, Troy, Alabama 36081

Lot #3 and 4, according to the plat of Henderson Lake Subdivision #2, as recorded in the Office of the Judge of Probate of Pike County, Alabama, in Plat Book 2, page 96.

Parcel I

EXHIBIT "A"

Control No. / Loan No: 2814-00419 / DLB 89164130-00

Name: BROOKS, Roy, Jr.

For value received, the Undersigned promises to pay to the order of U.S. Small Business Administration, at its office in the City of Denver, State of Colorado 80259-0001, or, at holder's option, at such other place as may be designated from time to time by the Holder or U.S. Small Business Administration.

Eleven Thousand Four Hundred and no/100 * * * * * dollars, with interest, on unpaid principal computed from the date of each advance to the Undersigned at the Annual Percentage Rate, of Four percent (4.000%) per annum, payment to be made in installments as follows:

Fifty-Six and no/100 (\$56.00), dollars including principal and interest, payable monthly, beginning Five (5) months from the date hereof, the balance of principal and interest to be paid in full Thirty (30) Years from the date hereof, with the further provision that each said installment shall be applied first to accrued interest, and the balance, if any, to principal.

\$11,400.00

(For Disaster Loans Only)

Troy, Alabama 36081

(City, State, ZIP Code)

NOTE

U.S. SMALL BUSINESS ADMINISTRATION.

95267

SBA LOAN NO	DLB.89164130-001
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DEFENDANT'S
EXHIBIT
6
R. BROOKS
9-15-06 SL
PENAD 800-631-6680

Control No. 2814-00419



NOTE:—Corporate applicants must execute Note, in Corporate name, by duly authorized officer, and must be affixed and duly attested; partnership applicants must execute Note in firm name, together with signature of a general partner.

Page 2

Dated this 21st day of Feb. 19 96.

Roy Brooks, Jr.

Execution

No finance charge has been made for this transaction.

You have a legal right under Federal Law to cancel this transaction, if you desire to do so, without any penalty or obligation within three (3) business days from date of this note.

NOTICE OF RIGHT OF RESCISSION

"indebtedness" as defined above shall include this amount, if imposed by the Administration. The undersigned understands and agrees that in the event he wrongfully misapplies the proceeds of the loan obtained, he shall be civilly liable to the U.S. Small Business Administration in an amount equal to one and one-half (1-1/2) times the original principal amount of the loan. It is understood that the term

that the proceeds of the loan have been wrongfully misapplied. The undersigned understands and agrees that it is mandatory that all receipts, records, and such other evidence as is necessary and satisfactory to U.S. Small Business Administration be retained for three years from the date of the final disbursement on said note, which evidence shall indicate that the funds received have been used as directed by the authorization. Failure to furnish such evidence when requested shall raise a presumption

applicable Federal law. This promissory note is given to secure a loan which SBA is making or in which it is participating and, pursuant to Part 101 of the Rules and Regulations of SBA (13 C.F.R. 101.1(d)), this instrument is to be construed and (when SBA is the Holder or a party) in interest) enforced in accordance with

The security rights of Holder and its assigns hereunder shall not be impaired by Holder's sale, hypothecation or rehypothecation of any note of the undersigned or any item of the Collateral, or by any indulgence, including but not limited to (a) any renewal, extension, or modification which Holder may grant with respect to the indebtedness or any part thereof, or (b) any surrender, compromise, release, renewal, extension, exchange, or substitution which Holder may grant in respect of the Collateral, or (c) any indulgence granted in respect of any endorser, guarantor, or surety. The purchaser, assignee, transferee, or pledgee of this Note, the Collateral, any guaranty, and any other document (or any of them), sold, assigned, transferred, pledged, or repurchased, shall forthwith become vested with and entitled to exercise all the powers and rights given by this Note and all applications of the undersigned to Holder or SBA, as if said purchaser, assignee, transferee, or pledgee were originally named as Payee in this Note and in said application or applications.

and whether incurred before or after this Note shall become due at its maturity date or otherwise, including but not limited to reasonable attorney's fees and costs, which Holder may deem necessary or proper in connection with the satisfaction of the indebtedness or the administration, supervision, preservation, protection of (including, but not limited to, the maintenance of adequate insurance) or the realization upon the Collateral. Holder is authorized to pay at any time and from time to time any or all of such expenses, add the amount of such payment to the amount of the indebtedness, and charge interest thereon at the rate specified herein with respect to the principal amount of this Note.

~~R. R. Powell
 Judge of Probate
 in MS Book 27
 has been paid and duly recorded
 and that
 day of Nov 13
 was filed in my office for record on
 1892 at 11:30
 Pike County, Alabama
 I hereby certify that the within instrument~~

250

Notary Public
 My commission expires 10-10-90
 Gerald R. Jones

Sworn to and subscribed before me on this the 14th day of November, 1987.

Geraldine Bristow
 Geraldine Bristow

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 14th day of November, 1987.

That my name is Geraldine Bristow, and I reside in Pike County, Alabama. I hereby certify that I am one and the same person as Geraldine Bristow and I am one and the same person as Geraldine Bristow.

BEFORE ME, Gerald R. Jones, a Notary Public in and for said County, in said State, personally appeared Geraldine Bristow, whose name is signed to this Affidavit and who is known to me, and who being by me first duly sworn, deposes and says as follows:

State of Alabama

 County

NAME AFFIDAVIT

568

569

Hartford, Ala. 36344
30 Drawer 338
236 W. Commerce
W. Phil Eldridge

5.00 fee

I hereby certify that the within instrument
was filed in my office for record on
13 day of Nov 1987
and that tax of
has been paid and duly recorded
in my Book 27 Page 568
B.R. Powell
Judge of Probate

Hartford, Alabama 36344
P. O. Drawer 338
Attorney at Law
W. Phil Eldridge

This instrument was prepared by:

Geraldine Bristow
Notary Public

Sworn to and subscribed to before me on this the 13th day of November, 1987.

Geraldine Bristow
GERALDINE BRISTOW

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 13th day of November, 1987.

That the said Cottrell Bristow left no descendants of deceased children surviving him, and none of his distributees and heirs at law have departed this life subsequent to his death.

That the said Cottrell Bristow left surviving him his widow, Geraldine Bristow, and one child, Cottrell Bristow, Jr., who are both over 21 years of age and of sound mind and who are all of his distributees and heirs at law.

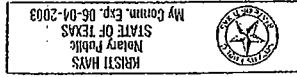
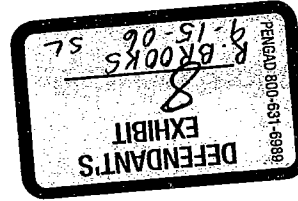
That my name is Geraldine Bristow, and I reside in Pike County, Alabama; I am the widow of Cottrell Bristow, deceased, who departed this life on the 22nd day of January, 1985, leaving no LAST WILL AND TESTAMENT and that there has been no administration on his estate.

Before me, the undersigned authority, a Notary Public in and for said County in said State, personally appeared Geraldine Bristow, whose name is signed to this Affidavit and who is known to me, and who being by me first duly sworn deposes and says as follows:

STATE OF ALABAMA
GENEVA COUNTY

AFFIDAVIT AS TO HEIRS OF DECEDENT LEAVING NO WILL

FILED
 I hereby certify that the within instrument was filed in my
 office for record on the day of _____, 2001.
 at _____, in and that _____
 has been paid and duly recorded
 in _____ book _____
 WILLIAM C. STONE
 Notary Public
 My Comm. Exp. 06-04-2003



Given under my hand and seal this 17th day of July, 2001.
 Kristi Hays, Notary Public
 My Commission Expires: 6/4/2003

State of TEXAS
 County of DALLAS
 Before me, the undersigned authority, Notary Public, personally appeared Rick Bogus, who is personally well known to me (or sufficiently proven) to be the Attorney-in-Fact for the U.S. Small Business Administration, and the person who executed the foregoing instrument by virtue of the authority vested in him/her, and s/he acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

By: [Signature]
 Rick Bogus, Attorney-in-Fact
 U.S. SMALL BUSINESS ADMINISTRATION, as Assignor

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by its duly authorized agent as of this 17th day of July, 2001.

2. such other documents, agreements, instruments and other collateral that evidence, secure or otherwise relate to Assignor's right, title or interest in and to the MORTGAGE and/or the Note, including without limitation the title insurance policies and hazard insurance policies that might presently be in effect.

1. that certain MORTGAGE dated February 1, 1996 between ROY BROOKS, JR. ("Borrower") and ADMINISTRATOR OF THE SMALL BUSINESS ADMINISTRATION ("Lender"), and recorded on February 23, 1996 as Instrument #N/A in Mortgage Book 425 at Page N/A, in the Recorder's Office of PIKE County, ALABAMA, as amended or modified (the "MORTGAGE"), which secures that certain promissory note dated February 1, 1996 in the amount of \$11,400.00 (the "Note"), and encumbers the following described property:

Property Address: PARCEL I: 410 HUBBARD STREET, TROY, ALABAMA 36081 & PARCEL II: 415 ICE STREET, TROY ALABAMA 36081 AND 120 HUBBARD STREET, TROY, ALABAMA 36322

THIS ASSIGNMENT WITNESSES THAT, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee, Assignor hereby assigns, transfers, sets over and conveys, effective as of August 31, 2000, to Assignee and its successors and assigns, without recourse and without representation or warranty, whether express, implied or created by operation of law, except as expressly set forth in the Sale Agreement, the following: "Sale Agreement" between Assignor and Assignee.

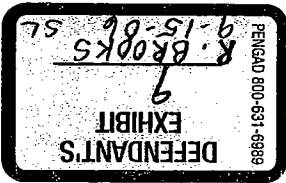
THIS ASSIGNMENT OF NOTES AND LIENS (this "Assignment") is made by the U.S. SMALL BUSINESS ADMINISTRATION ("Assignor"), whose address is 490 Third Street, S.W., Washington, D.C. 20416, to LPP Mortgage Ltd. f/k/a Loan Participant Partners, Ltd., a Texas limited partnership, whose address is 6000 Legacy Drive, Plano, Texas 75024-3610 ("Assignee"), pursuant to the terms of that certain Loan Sale Agreement dated as of August 3, 2000 (the "Sale Agreement") between Assignor and Assignee.

ASSIGNMENT OF NOTES AND LIENS (MORTGAGE) (SBA Loan Sale #2)

This Document Prepared By and
 When Recorded Return/Mail to:
 Wayne Roberts
 Carlington Mortgage Services, Inc.
 1600 Pacific Avenue, Suite 2070
 Dallas, TX 75201 (214) 220-7206

BEAL No.: 2280006388
 SBA No.: 8916413000
 Pool No.: 130
 Barcode No.: 179295

Please be advised that this communication is from a debt collector.



AMPS Workout Department
COUNTRYWIDE HOME LOANS
Phone: (877) 744-7691
Fax: (805) 306-7111

Sincerely,

ATTENTION: AMPS Workout Department
(805) 306-7111

Please fax the above information to:

If your Loan is in foreclosure, a scheduled foreclosure sale will be conducted by Countrywide unless Countrywide specifically agrees in writing to suspend or cancel the foreclosure sale, or unless your loan is fully reinstated or paid off in accordance with your Loan documents and applicable law prior to the scheduled foreclosure sale. If your loan is delinquent, Countrywide will continue to report all delinquencies to the credit reporting agencies until your loan is brought fully current.

If you have already forwarded the requested information please disregard this notice. If you do not receive a phone call from our Workout Department within ten (10) business days of the date of this correspondence, please contact Countrywide toll free at (877) 744-7691.

If your Loan is in foreclosure, a scheduled foreclosure sale will be conducted by Countrywide unless Countrywide specifically agrees in writing to suspend or cancel the foreclosure sale, or unless your loan is fully reinstated or paid off in accordance with your Loan documents and applicable law prior to the scheduled foreclosure sale. If your loan is delinquent, Countrywide will continue to report all delinquencies to the credit reporting agencies until your loan is brought fully current.

Please return the requested information immediately. If we do not receive the above items in our office within five (5) business days from the date of this letter, your request for workout assistance will be declined. If you need more time or you are unable to comply with this request, please contact Countrywide as soon as possible to discuss your Loan.

1. Proof of Income > Most recent pay stub for each individual applying for assistance, OR last quarter Profit and Loss Statement if self employed.

Per your recent conversation with Countrywide, we have been notified of your request for Workout assistance. We will require the following information to complete our review process. Please fax the following items to the Workout Department at (805) 306-7111 for further consideration:

Dear Borrower:

Re: CHL Loan # 41813044
Property address: 319 DEAN ST
TROY, AL 36081

ROY BROOKS
907 MAIN STREET
BRUNSDIDGE, AL 36010

August 03, 2004

450 American Street MSN: SV3-70
Simi Valley, California 93065
(877) 744-7691

HOME LOANS



LOAN PAYMENT BILLING

PAYMENT DUE DATE: 11/11/03

ML - 00

PAST DUE

I only owed 7362.42

CURRENT PAYMENT	+	PAST DUE AMOUNT	+	OTHER CHARGES	=	TOTAL DUE
283.17		7,079.25		.00		7,362.42

ACCT NUMBER: 22-20014824

RETURN TO: BEAL BANK
15770 N. DALLAS PARKWAY LB 62
DALLAS, TX 75248-3305

ROY BROOKS JR
319 DEAN ST
TROY AL 36081-1803

EXTRA PAYMENTS:

ESCROW \$

PRINCIPAL \$

☐ CHECK BOX AND INDICATE
CHANGE OF ADDRESS ON
REVERSE SIDE

⑆311993330⑆ 2220014824 50 ⑈0000028317⑈

This was owed to Bill Bank.

AFFIDAVIT OF OWNERSHIP TO REAL PROPERTY

COUNTY OF Pike STATE OF Alabama
() ss ()
FEB 26 1996 GAL DEPT

Roy Brooks, Jr., being first duly sworn, upon oath, deposes and says:

I/we am/are the owner(s) of and hold legal title to certain real property located in the County of Pike, and legally described as follows:

Described in Exhibit "A" attached hereto and made a part hereof.

More commonly known as: 415 Ice Street, Troy, Alabama, 36081

Said premises are in my/our possession, and said possession thereof has been peaceable and undisturbed, and my/our title thereto has never been disputed or questioned as to any part thereof.

There are no judgments against me unpaid or unsatisfied of record entered in any court of this County, or of the United States, and said premises are free from all leases, mortgages, taxes, assessments, liens, encumbrances and claims, or interest of any other part, except as follows:

PARCELS I, II

Trust Deed/Mortgage held by IAM Federal Credit Union, Post Office Box 366, Daleville, Alabama 36322 with a current approximate balance of \$28,000.00.

No proceedings in bankruptcy or insolvency have ever been instituted by or against me in any court or before any officer of any State or Territory of the United States, nor have I/we at any time made an assignment for the benefit of creditors, nor an assignment, now in effect, of the rents or said premises or any part thereof, except as follows:

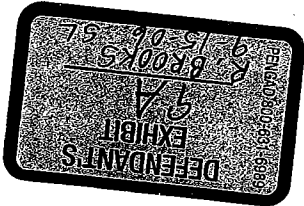
There are no actions pending affecting said premises. There are no facts known to me related to the title to said premises which have not been fully set forth in this Affidavit except as follows:

This Affidavit is made by the undersigned to induce U.S. Small Business Administration to make a loan to Roy Brooks, Jr. in the amount of \$11,400.00 and to accept as security, for the making of such loan, a mortgage and assignment, or other instrument of hypothecation with respect to the premises described herein, or a portion thereof.

I/we make this Affidavit with full knowledge that any statement I/we have made in this Affidavit which I know to be false, may result in my being punished under Section 16(a) of the Small Business Act, as amended, by a fine of not more than \$5,000.00 or by imprisonment of not more than two years or both.

Dated: February 1, 1996

Roy Brooks, Jr.



Subscribed and sworn (or affirmed) to before me this 21st day of February, 1996

Signature of Notary
104 (2/96)



*This amount is subject to change as lawful charges accrue.
 Redemption funds must be tendered in certified funds payable to McFadden, Lyon & Rouse, L.L.C.

Loan #41813044	
Principal Balance	\$23,324.50
Interest thru date of 11/10/04	6,390.63
Interest from 11/11/04 to 03/31/05	12.00
County recording fee	23.00
Fees Due	87.93
Escrow balance due	\$29,838.06
Total amount of redemption	\$43,970.38
Loan #48649221	
Principal Balance	\$9,287.00
Interest thru sale date of 11/10/04	1,894.56
Interest from 11/11/04 to 03/31/05	143.51
Escrow Balance	57.00
Property Preservation fees & cost	137.50
Attorney fees & cost of foreclosure	2,612.75
	\$14,132.32

The following is necessary to redeem the above referenced property good thru March 31, 2005:

Henry amount
 #41813044 \$2,459.85
 #48649221 \$ 735.44

Per your request of March 21, 2005, please note this loan had checks come in from damage sustained from Hurricane Ivan. The carrier was LFP (forced placed coverage) meaning Countywide is the only named insured not the borrower. As such the checks were made payable to Countywide only. The funds were processed in Property claims as follows:

Dear Mr. Thomas:

RE: Countywide Home Loans, Inc. vs. Roy Brooks, Jr.
 Loan No.: 41813044 & 48649221

James N. Thomas
 JAMES N. THOMAS, L.L.C.
 PO Box 974
 Troy, Alabama 36081-0974

VIA FAX #334-566-6004

March 31, 2005

TELEPHONE: (251) 342-8172
 FACSIMILE: (251) 342-8457

MOBILE, ALABAMA 36609-5499
 718 DOWNTOWN BOULEVARD
 ATTORNEYS AND COUNSELLORS AT LAW
 MCFADDEN, LYON & ROUSE, L.L.C.

STONY F. McFADDEN
 WILLIAM M. LYON, JR.
 BETH McFADDEN ROUSE
 WILLIAM S. McFADDEN
 THOMAS H. BRYNOR, JR.
 JOHN T. BENDER

0040

Case 2:06-cv-00

PROOF OF PUBLICATION

STATE OF ALABAMA

PIKE COUNTY

Personally appeared before me, the undersigned

authority:

Sharon Smith

Classified Ad Manager, The Troy Messenger

who being duly sworn, says that the attached Legal Notice

of publication appeared in _____ successive issues of

The Troy Messenger, a weekly newspaper published in

said county, on the following dates:

September 15, 2004

This the 21st day of Sept. 2004

Sworn to and subscribed before me this 21st

September 2004

Notary Public
My commission expires 11/05/07

Sharon F. Smith

FORECLOSURE NOTICE

Default having been made in the payment of the indebtedness described in and secured by that certain mortgage executed by ROY BROOKS, JR to ADMINISTRATOR OF THE SMALL BUSINESS ADMINISTRATION, AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA dated the 1st day of February, 1996, and recorded in Mortgage Book 213, Page 425, and Book 425, Page 231 of the records in the Office of the Judge of Probate of Pike County, Alabama, which said mortgage was subsequently assigned to LPP MORTGAGE LTD. F/K/A LOAN PARTICIPANT TEXAS LIMITED PARTNERSHIP by instrument recorded in Miscellaneous Book 55, Page 374 of said Probate Court records; notice is hereby given that the undersigned as holder of said mortgage will under power of sale contained in said mortgage, sell at public outcry for cash to the highest bidder, during legal hours of sale on the third day of August, 2004, at the front door entrance of the Courthouse of Pike County, Alabama, Church Street, Troy, Alabama 36081 the following described real property in the County of Pike, State of Alabama, being the same property described in the above referred to mortgage:

Parcel I
Lot #3 and 4, according to the Plat of Henderson Lake Subdivision #2, as recorded in the Office of the Judge of Probate of Pike County, Alabama, in Plat Book 2, Page 96.

More commonly known as: 410 Hubbard Street, Troy, Alabama 36081

Parcel II
One house and lot in the City of Troy, Pike County, Alabama, being more particularly described as follows: Beginning at the southwest corner of Lot No. 6, Plat No. 9 of the Henderson Lands in Oakland Heights, as recorded in the Office of the Judge of Probate of Pike County, Alabama, Plat Book One, Page Sixty-Four, running thence Northward along the West line of said lot and extension of same, 245 feet, thence East 60 feet, thence Southward to the South line of said Lot No. Six, thence 250 feet, thence Westward along the South line of said Lot Six to the point of beginning.

More commonly known as: 415 Lee Street, Troy, Alabama 36081 and 180 Hubbard Street, Troy, Alabama 36322

Subject to First Mortgage executed by Roy Brooks, Jr., An Unmarried man to IAM Federal Credit Union dated January 11, 1994 and recorded in Mortgage Book 413, Page 72 of the records in the Office of the Judge of Probate, Pike County, Alabama; which was subsequently assigned to LPP MORTGAGE LTD. F/K/A LOAN PARTICIPANT TEXAS LIMITED PARTNERSHIP by instrument recorded in Miscellaneous Book 55, Page 374 of said Probate Court records; notice is hereby given that the undersigned as holder of said mortgage will under power of sale contained in said mortgage, sell at public outcry for cash to the highest bidder, during legal hours of sale on the third day of August, 2004, at the front door entrance of the Courthouse of Pike County, Alabama, Church Street, Troy, Alabama 36081 the following described real property in the County of Pike, State of Alabama, being the same property described in the above referred to mortgage:

General having
 made in the past
 of the indebted
 described in and
 secured by that cer
 mortgage execu
 by ROY BROOK
 TOR OF ADMINIS
 SMALL BUSINESS
 AN AGENCY
 THE GOVERNMENT
 STATES OF AME
 CA dated the
 day of February
 1996.
 in Mortgage Bo
 425. Page 2
 and/or Book 42
 Page 231 of the
 cords in the Office
 the Judge of Prob
 date, Pike Count
 Alabama; which sa
 mortgage was sub
 sequently assigne
 to LPP MORTGAG
 LTD ERVA LOGA



IF A FORECLOSURE ACTION OR PROCEDURE IS NECESSARY, WE MAY REQUEST THE COURT TO INCLUDE IN THE FORECLOSURE ACTION OR PROCEDURE ATTORNEY FEES, ABSTRACTING EXPENSES AND ALL OTHER COSTS ASSOCIATED THEREWITH.

IF YOU DO NOT CURE THIS DEFAULT AND BREACH OF THE MORTGAGE WITHIN THIRTY DAYS, WE WILL BE ENTITLED TO ACCELERATE THE SUMS SECURED BY YOUR MORTGAGE AND PROCEED WITH INITIATING A FORECLOSURE ACTION OR PROCEDURE.

IF YOU CURE THIS DEFAULT, YOU MAY CONTINUE WITH THIS OBLIGATION AS THOUGH YOU DID NOT DEFAULT.

THE TOTAL AMOUNT DUE AFTER THE LAST DAY OF THE MONTH MUST INCLUDE AN ADDITIONAL PAYMENT.

THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT AS OF THE DATE OF THIS LETTER IS \$2,151.00 WHICH INCLUDES LATE CHARGES, ATTORNEY'S FEES, COSTS OF TITLE EVIDENCE (AND OTHER CHARGES) ACCRUED TO THIS DATE IN THE AMOUNT OF \$975.00.

YOU ARE NOW IN DEFAULT UNDER THE MORTGAGE NOTE DESCRIBED ABOVE. YOUR DEFAULT IS THE FAILURE TO MAKE REQUIRED INSTALLMENT PAYMENTS FOR THE MONTHS OF February 2000 THROUGH January 2002.

RE: Mortgage Held By Beal Bank
Foreclosure

Mr. Roy Brooks, Jr.
Post Office Box 691
Troy, Alabama 36081

NOTICE OF RIGHT TO CURE DEFAULT

January 7, 2002

STOVA F. MCFADDEN
WILLIAM M. LYON, JR.
BETH MCFADDEN ROUSE
WILLIAM S. MCFADDEN
THOMAS H. BENTON, JR.
JOHN T. BENDER

MCFADDEN, LYON & ROUSE, L.L.C.
ATTORNEYS AND COUNSELLORS AT LAW
718 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609-5499

TELEPHONE: (251) 342-9172
FACSIMILE: (251) 342-8457

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND YOUR RESPONSE WILL BE USED
FOR PURPOSES OF DEBT COLLECTION.**

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

**Beth McFadden Rouse
BMR/las**



McFADDEN, LYON & ROUSE, L.L.C.

SINCERELY,

**PAYMENT MUST BE MADE BY CERTIFIED FUNDS OR MONEY ORDER WITHIN
THIRTY (30) DAYS FROM THE DATE OF THIS LETTER.**

**THE MATTERS DISCUSSED HEREIN ARE OF EXTREME IMPORTANCE. WE TRUST YOU
WILL GIVE THEM YOUR IMMEDIATE ATTENTION. PLEASE CONTACT OUR OFFICE AT
334/342-9172. OUR OFFICE HOURS ARE MONDAY THROUGH FRIDAY, 8:00 AM UNTIL
5:00 PM, CST.**

**YOU HAVE A RIGHT, PURSUANT TO SAID MORTGAGE, TO REINSTATE AFTER
ACCELERATION, IF YOU MEET CERTAIN CONDITIONS. YOU FURTHER HAVE THE
RIGHT TO BRING A COURT ACTION TO ASSERT THE NON-EXISTENCE OF DEFAULT
OR ANY OTHER DEFENSES TO ACCELERATION.**

STOYA F. MCFADDEN
WILLIAM M. LYON, JR.
BETH MCFADDEN ROUSE
WILLIAM S. MCFADDEN
THOMAS H. BENTON, JR.
JOHN T. BENDER

MCFADDEN, LYON & ROUSE, L.L.C.
ATTORNEYS AND COUNSELLORS AT LAW
718 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609-5499

TELEPHONE: (251) 342-9172
FACSIMILE: (251) 342-9457



June 21, 2004

**REGULAR MAIL AND
CERTIFIED MAIL RETURN RECEIPT REQUESTED**

Roy Brooks Jr.
P.O. Box 691
Troy, AL 36081

RE: Mortgage held by: Countrywide Home Loans, Inc.
Loan No.: 41813044

Dear Mr. Brooks:

Please be advised that Countrywide Home Loans, Inc., holder of the above mortgage has instructed our law firm to proceed with foreclosure of the above mortgage.
Pursuant to The Debt Collection Practices Act, 15 U.S.C.A. Section 1692g, we are required to furnish you with the following information:

1. The Total amount of the debt you owe through July 21, 2004 is \$14,894.57 which consists of the following:

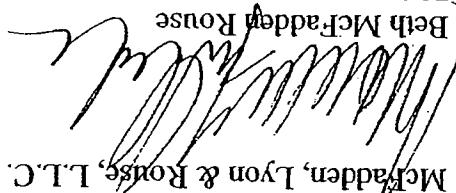
Current Principal Balance	\$9,287.00
Interest	1,780.57
Recording Fees	12.00
Fees Due	1,440.00
Additional Fees & Costs	1,350.00
Attorneys fees and expenses	\$1,025.00
Total Payoff	\$14,894.57

Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we received your check in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call 251-342-9172. After July 21, 2004 you must obtain a new payoff.

2. The creditor to whom the debt is owed is Countrywide Home Loans, Inc. CHL/Brooks01328

CHL/Brooks01329

THIS IS AN ATTEMPT TO COLLECT A DEBT AND YOUR RESPONSE WILL BE USED FOR PURPOSES OF DEBT COLLECTION.

McFadden, Lyon & Rouse, L.L.C.

Beth McFadden Rouse
BMR/sb

Very truly yours,

If you should have any questions, please do not hesitate to call.

6. This office is attempting to collect the debt specified herein, and any information obtained by this office will be used by us for the purpose of collecting such debt.

5. If you make written request to us within thirty (30) days from the receipt of this notice, we will provide you with the name and address of the original mortgagee, if different from the current mortgagee.

4. If you notify us in writing within thirty (30) days from receipt of this notice that you dispute the validity of the debt, or any portion thereof, we will obtain verification of the debt and will mail a copy of such verification to you.



THIS IS AN ATTEMPT TO COLLECT A DEBT AND YOUR RESPONSE WILL BE USED FOR PURPOSES OF DEBT COLLECTION.

Enclosure

BMR/khd

Beth McFadden Rouse

McFADDEN, LYON, & ROUSE L.L.C.

Very truly yours,

This is to inform you that we have for foreclosure your mortgage held by LPP Mortgage Ltd., on the property described in the enclosed foreclosure notice. However, additional alternatives may be available. If you would like to obtain pay-off or reinstatement amounts, please contact this firm at 251/342-9172, ext. 106 or 123.

Nothing should be construed herein as a waiver and/or a modification of any of the loan and/or security documentation, or the ongoing foreclosure proceeding.

The sale is scheduled for August 23, 2004. All further inquiries should be directed to this office.

Dear Mr. Brooks, Jr.:

RE: Mortgage Held by: LPP Mortgage Ltd.
Loan No.: 41813044

Mr. Roy Brooks, Jr.
Post Office Box 691
Troy, Alabama 36081

**REGULAR MAIL AND
CERTIFIED MAIL RETURN RECEIPT REQUESTED**

July 16, 2004

STOVA F. McFADDEN
WILLIAM M. LYON, JR.
BETH McFADDEN ROUSE
WILLIAM S. McFADDEN
THOMAS H. BENTON, JR.
JOHN T. BENDER

McFADDEN, LYON & ROUSE, L.L.C.
ATTORNEYS AND COUNSELLORS AT LAW
718 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609-5499

TELEPHONE: (251) 342-9172
FACSIMILE: (251) 342-9457

FORCLOSURE NOTICE

Default having been made in the payment of the indebtedness described in and secured by

that certain mortgage executed by ROY BROOKS, JR to ADMINISTRATOR OF THE SMALL BUSINESS ADMINISTRATION, AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA dated the 1st day of February, 1996, and recorded in Mortgage Book 425, Page 213 and/or Book 425, Page 231 of the records in the Office of the Judge of Probate, Pike County, Alabama, which said mortgage was subsequently assigned to LPP MORTGAGE LTD. F/K/A LOAN PARTICIPANT PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP by instrument recorded in Miscellaneous Book 55, Page 374 of said Probate Court records, notice is hereby given that the undersigned as holder of said mortgage will under power of sale contained in said mortgage, sell at public outcry for cash to the highest bidder, during legal hours of sale on the 23rd day of August, 2004, at the front door entrance of the Courthouse of Pike County, Alabama, Church Street, Troy, Alabama 36081, the following described real property in the County of Pike,

State of Alabama

CHL/Brooks01330



Enclosures

BMR/khd

Beth McFadden Rouse

McFADDEN, LYON, & ROUSE L.L.C.

Yours very truly,

We represent CountyWide Home Loans, Inc. in connection with the above referenced mortgage which we have for foreclosure. Our sale is scheduled for August 23, 2004 as indicated in the enclosed notice. The premises should be vacated on said date.

Tenant/Occupant:

RE: Mortgage held by LPP Mortgage Ltd. v. Roy Brooks, Jr.
Foreclosure

Tenant/Occupant
410 Hubbard Street
Troy, Alabama 36081

July 16, 2004

STOVA F. McFADDEN
WILLIAM M. LYON, JR.
BETH McFADDEN ROUSE
WILLIAM S. McFADDEN
THOMAS H. BENTON, JR.
JOHN T. BENDER

McFADDEN, LYON & ROUSE, L.L.C.
ATTORNEYS AND COUNSELLORS AT LAW
718 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609-5499

TELEPHONE: (251) 342-9172
FACSIMILE: (251) 342-9457

CHL/Brooks01331

Enclosures

Beth McFadden Rouse
BM/R/khd



McFADDEN, LYON, & ROUSE L.L.C.

Yours very truly,

We represent CountyWide Home Loans, Inc. in connection with the above referenced mortgage which we have for foreclosure. Our sale is scheduled for August 23, 2004 as indicated in the enclosed notice. The premises should be vacated on said date.

Tenant/Occupant:

RE: Mortgage held by LPP Mortgage Ltd. v. Roy Brooks, Jr.
Foreclosure

Tenant/Occupant
120 Hubbard Street
Troy, Alabama 36081

July 16, 2004

STOVA F. McFADDEN
WILLIAM M. LYON, JR.
BETH McFADDEN ROUSE
WILLIAM S. McFADDEN
THOMAS H. BENTON, JR.
JOHN T. BENDER

TELEPHONE: (251) 342-9172
FACSIMILE: (251) 342-9457

McFADDEN, LYON & ROUSE, L.L.C.
ATTORNEYS AND COUNSELLORS AT LAW
718 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609-5499

McFADDEN, LYON & ROUSE, L.L.C.
ATTORNEYS AND COUNSELLORS AT LAW
718 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609-5499

TELEPHONE: (251) 342-9172
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STOVA F. McFADDEN
WILLIAM M. LYON, JR.
BETH McFADDEN ROUSE
WILLIAM S. McFADDEN,
THOMAS H. BENTON, JR.
JOHN T. BENDER

July 16, 2004

Tenant/Occupant
415 Ice Street
Troy, Alabama 36081

RE: Mortgage held by LPP Mortgage Ltd. v. Roy Brooks, Jr.
Foreclosure

Tenant/Occupant:

We represent CountyWide Home Loans, Inc. in connection with the above referenced mortgage which we have for foreclosure. Our sale is scheduled for August 23, 2004 as indicated in the enclosed notice. The premises should be vacated on said date.

Yours very truly,

McFADDEN, LYON, & ROUSE L.L.C.



Beth McFadden Rouse
BMR/khd

Enclosures

Enclosure

BMR/khd

Beth McFadden Rouse



McFADDEN, LYON, & ROUSE L.L.C.

Very truly yours,

The purpose of this letter is to provide you with notice of the pending foreclosure as attorney of record for the plaintiff.

We represent CountryWide Home Loans, Inc. in the foreclosure of the mortgage described in the enclosed foreclosure notice. It has come to our attention that there exists a subordinate judgment in favor of IAM Federal Credit Union in the amount of \$5,345.07, plus court costs, Case No. DV 2003 000029 and recorded in Judgment Book 29, Page 153 of the Pike County Probate Court records. Our sale is scheduled for August 23, 2004.

Dear Mr. Math:

RE: LPP Mortgage Ltd. v. Roy Brooks, Jr.

Leonard N. Math
Post Office Box 230759
Montgomery, Alabama 36123

July 16, 2004

STOVA F. McFADDEN
WILLIAM M. LYON, JR.
BETH McFADDEN ROUSE
WILLIAM S. McFADDEN
THOMAS H. BENTON, JR.
JOHN T. BENDER

McFADDEN, LYON & ROUSE, L.L.C.
ATTORNEYS AND COUNSELLORS AT LAW
718 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609-5499

TELEPHONE: (251) 342-9172
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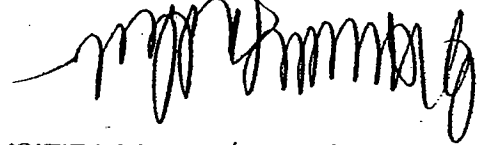
CHI/Brooks01334

THIS IS AN ATTEMPT TO COLLECT A DEBT AND YOUR RESPONSE WILL BE USED FOR PURPOSES OF DEBT COLLECTION.

Enclosure

BMR/kid

Beth McFadden Rouse



McFADDEN, LYON, & ROUSE L.L.C.

Very truly yours,

The sale is scheduled for August 23, 2004. All further inquiries should be directed to this office.

Nothing should be construed herein as a waiver and/or a modification of any of the loan and/or security documentation, or the ongoing foreclosure proceeding.

251/342-9172, ext. 106 or 123.

This is to inform you that we have for foreclosure your mortgage held by LPP Mortgage Ltd., on the property described in the enclosed foreclosure notice. However, additional alternatives may be available. If you would like to obtain pay-off or reinstatement amounts, please contact this firm at

Dear Mr. Brooks, Jr.:

RE: Mortgage Held by: LPP Mortgage Ltd.
Loan No.: 41813044

Mr. Roy Brooks, Jr.
Post Office Box 691
Troy, Alabama 36081

**REGULAR MAIL AND
CERTIFIED MAIL RETURN RECEIPT REQUESTED**

July 16, 2004

STOVA F. McFADDEN
WILLIAM M. LYON, JR.
BETH McFADDEN ROUSE
WILLIAM S. McFADDEN
THOMAS H. BENTON, JR.
JOHN T. BENDER

McFADDEN, LYON & ROUSE, L.L.C.
ATTORNEYS AND COUNSELLORS AT LAW
718 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609-5499

TELEPHONE: (251) 342-9172
FACSIMILE: (251) 342-9457

CHL/Books01335

FORECLOSURE NOTICE

Default having been made in the payment of the indebtedness described in and secured by that certain mortgage executed by ROY BROOKS, JR to ADMINISTRATOR OF THE SMALL BUSINESS ADMINISTRATION, AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA dated the 1st day of February, 1996, and recorded in Mortgage Book 425, Page 213 and/or Book 425, Page 231 of the records in the Office of the Judge of Probate, Pike County, Alabama, which said mortgage was subsequently assigned to LPP MORTGAGE LTD. F/K/A LOAN PARTICIPANT PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP by instrument recorded in Miscellaneous Book 55, Page 374 of said Probate Court records; notice is hereby given that the undersigned as holder of said mortgage will under power of sale contained in said mortgage, sell at public outcry for cash to the highest bidder, during legal hours of sale on the 23rd day of August, 2004, at the front door entrance of the Courthouse of Pike County, Alabama, Church Street, Troy, Alabama 36081, the following described real property in the County of Pike, State of Alabama, being the same property described in the above referred to mortgage:

Parcel I

Lot #3 and 4, according to the Plat of Henderson Lake Subdivision #2, as recorded in the Office of the Judge of Probate of Pike County, Alabama, in Plat Book 2, Page 96.

More commonly known as: 410 Hubbard Street, Troy, Alabama 36081

Parcel II

One house and lot in the City of Troy, Pike County, Alabama, being more particularly described as follows: Beginning at the Southwest corner of Lot No. 6, Plat No. 3 of the Henderson Lands in Oakland Heights, as recorded in the Office of the Judge of Probate of Pike County, Alabama, Plat Book One, Page Sixty-Four, running thence Northward along the West line of said lot and extension of same 245 feet, thence East 60 feet, thence Southward to the Southeast corner of said Lot No. Six 250 feet, thence Westward along the South line of said Lot Six to the point of beginning.

More commonly known as: 415 Ice Street, Troy, Alabama 36081 and 120 Hubbard Street, Troy, Alabama 36322

Subject to First Mortgage executed by Roy Brooks, Jr., An Unmarried man to IAM Federal Credit Union dated January 11, 1994 and recorded in Mortgage Book 413, Page 72 of the records in the Office of the Judge of Probate, Pike County, Alabama; which was subsequently assigned to LPP Mortgage Ltd. by instrument dated July 23, 2003 in Miscellaneous Book 2003, Page 163.

Said sale is made for the purpose of paying the said indebtedness and the expenses incident to this sale, including a reasonable attorney's fee.

LPP Mortgage Ltd. f/k/a Loan Participant Partners,
Ltd., A Texas Limited Partnership
Holder of said Mortgage.

Beth McFadden Rouse
McFADDEN, LYON & ROUSE, L.L.C.
718 Downtowner Boulevard
Mobile, Alabama 36609

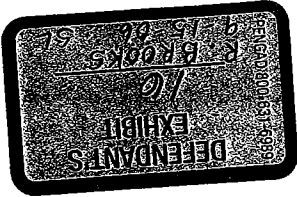
Publish in The Troy Messenger, on July 23rd, 30th, August 6th, & 13th, 2004.
RUN FOUR (4) CONSECUTIVE WEEKS

MCFADDEN, LYON & ROUSE, L.L.C.
ATTORNEYS AT LAW
719 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609

Mr. Roy Brooks, Jr.
319 Dean St.
Troy, Alabama 36081

Mailed
Copies of all
file docs originally
mailed to him
on 8/6/04

CHI/Brooks01337



THIS IS AN ATTEMPT TO COLLECT A DEBT AND YOUR RESPONSE WILL BE USED FOR PURPOSES OF DEBT COLLECTION.

Enclosure

BMR/Mtd

Beth McFadden Rouse

McFADDEN, LYON, & ROUSE L.L.C.

Very truly yours,

The sale is scheduled for August 23, 2004. All further inquiries should be directed to this office.

Nothing should be construed herein as a waiver and/or a modification of any of the loan and/or security documentation, or the ongoing foreclosure proceeding.

This is to inform you that we have for foreclosure your mortgage held by LPP Mortgage Ltd. on the property described in the enclosed foreclosure notice. However, additional alternatives may be available. If you would like to obtain pay-off or reinstatement amounts, please contact this firm at 251/342-9172, ext. 106 or 123.

Dear Mr. Brooks, Jr.:

RE: Mortgage Held by: LPP Mortgage Ltd.
Loan No.: 41813044

Mr. Roy Brooks, Jr.
Post Office Box 691
Troy, Alabama 36081

**REGULAR MAIL AND
CERTIFIED MAIL RETURN RECEIPT REQUESTED**

July 16, 2004

STOVA F. McFADDEN
WILLIAM M. LYON, JR.
BETH McFADDEN ROUSE
WILLIAM S. McFADDEN
THOMAS H. BENTON, JR.
JOHN T. BENDER

McFADDEN, LYON & ROUSE, L.L.C.
ATTORNEYS AND COUNSELLORS AT LAW
718 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609-5499

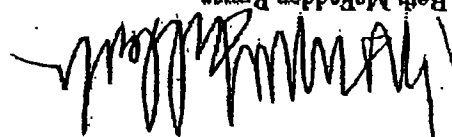
TELEPHONE: (251) 342-9172
FACSIMILE: (251) 342-9457

Mr. Thomas
March 31, 2005
Page 2

This statement of the amount to redeem is made without waiver of right to assert failure to deliver possession pursuant to §6-5-251, Code of Alabama (1975). After March 31st, 2005, a new quote must be obtained.

Very truly yours,

McFADDEN, LYON & ROUSE, L.L.C.



Beth McFadden Rouse
BMR/dw

THIS IS AN ATTEMPT TO COLLECT A DEBT AND YOUR RESPONSE WILL BE USED FOR PURPOSES OF DEBT COLLECTION.



Default having been made in the payment of the indebtedness described in and secured by that

certain mortgage executed by ROY BROOKS, JR to ADMINISTRATOR OF THE SMALL

BUSINESS ADMINISTRATION, AN AGENCY OF THE GOVERNMENT OF THE UNITED

STATES OF AMERICA dated the 1st day of February, 1996, and recorded in Mortgage Book 425,

Page 213 and/or Book 425, Page 231 of the records in the Office of the Judge of Probate, Pike County,

Alabama, which said mortgage was subsequently assigned to LPP MORTGAGE LTD. F/K/A LOAN

PARTICIPANT PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP by instrument recorded in

Miscellaneous Book 55, Page 374 of said Probate Court records; notice is hereby given that the

undersigned as holder of said mortgage will under power of sale contained in said mortgage, sell at public

outcry for cash to the highest bidder, during legal hours of sale on the 23rd day of August, 2004, at the

front door entrance of the Courthouse of Pike County, Alabama, Church Street, Troy, Alabama 36081

, the following described real property in the County of Pike, State of Alabama, being the same property

described in the above referred to mortgage:

Parcel 1

Lot #3 and 4, according to the Plat of Henderson Lake Subdivision #2, as recorded in the Office of the Judge of Probate of Pike County, Alabama, in Plat Book 2, Page 96.

More commonly known as: 410 Hubbard Street, Troy, Alabama 36081

Parcel 2

One house and lot in the City of Troy, Pike County, Alabama, being more particularly described as follows: Beginning at the Southwest corner of Lot No. 6, Plat No. 3 of the Henderson Lands in Oakland Heights, as recorded in the Office of the Judge of Probate of Pike County, Alabama, Plat Book One, Page Sixty-Four, running thence Northward along the West line of said lot and extension of same 245 feet, thence East 60 feet, thence Southward to the Southeast corner of said Lot No. Six 250 feet, thence Westward along the South line of said Lot Six to the point of beginning.

More commonly known as: 415 Ice Street, Troy, Alabama 36081 and

1220 Hubbard Street, Troy, Alabama 36322

Subject to First Mortgage executed by Roy Brooks, Jr., An Unmarried man to IAM Federal Credit Union dated January 11, 1994 and recorded in Mortgage Book 413, Page 72 of the records in the Office of the Judge of Probate, Pike County, Alabama; which was subsequently assigned to LPP Mortgage Ltd. by instrument dated July 23, 2003 in Miscellaneous Book 2003,

Said sale is made for the purpose of paying the said indebtedness and the expenses incident to this sale, including a reasonable attorney's fee.

LPP Mortgage Ltd. f/k/a Loan Participant Partners, Ltd.,
A Texas Limited Partnership
Holder of said Mortgage.

Beth McFadden Rouse
McFADDEN, LYON & ROUSE, L.L.C.
718 Downtowner Boulevard
Mobile, Alabama 36609

Publish in The Troy Messenger, on July 23rd, 30th, August 6th, & 13th, 2004.

RUN FOUR (4) CONSECUTIVE WEEKS

NOTICE OF POSTPONEMENT

The public sale provided for hereinabove was postponed on August 23, 2004, by public announcement being made during the legal hours of sale before the Courthouse door, City of Troy, Pike County, Alabama. The foreclosure sale described hereinabove shall be held on October 5, 2004, during the legal hours of sale in front of the Courthouse door, Pike County, Alabama.

LPP Mortgage Ltd. f/k/a Loan Participant
Partners, Ltd., A Texas Limited Partnership
Holder of Said Mortgage

Beth McFadden Rouse
McFADDEN, LYON & ROUSE, L.L.C.
718 Downtowner Blvd.
Mobile, Alabama 36609

Publish one time only in The Troy Messenger on September 15, 2004.

NOTICE OF POSTPONEMENT

The public sale provided for hereinabove was postponed on October 5, 2004, by public announcement being made during the legal hours of sale before the Courthouse door, City of Troy, Pike County, Alabama. The foreclosure sale described hereinabove shall be held on October 20, 2004, during the legal hours of sale in front of the Courthouse door, Pike County, Alabama.

LPP Mortgage Ltd. f/k/a Loan Participant
Partners, Ltd., A Texas Limited Partnership
Holder of Said Mortgage

Beth McFadden Rouse
McFADDEN, LYON & ROUSE, L.L.C.
718 Downtowner Blvd.
Mobile, Alabama 36609

Publish one time only in The Troy Messenger on October 10, 2004.

NOTICE OF POSTPONEMENT

The public sale provided for hereinabove was postponed on October 20th, 2004, by public announcement being made during the legal hours of sale before the Courthouse door, City of Troy, Pike County, Alabama. The foreclosure sale described hereinabove shall be held on November 10th, 2004, during the legal hours of sale in front of the Courthouse door, Pike County, Alabama.

LPP Mortgage Ltd. f/k/a Loan Participant
Partners, Ltd, A Texas Limited Partnership
Holder of Said Mortgage

Beth McFadden Rouse
McFADDEN, LYON & ROUSE, L.L.C.
718 Downtowner Blvd.
Mobile, Alabama 36609

Publish one time only in The Troy Messenger on October 27th, 2004.

CHL/Brooks01367



enclosure: insurance and foreclosure advertisement

JNT/cbm

James N. Thomas

Sincerely yours,

greater detail.

Please contact my office at your earliest convenience so we can discuss the matter in

It is my understanding that foreclosure is set for October 5, 2004. I am not certain why the initial foreclosure did not occur as scheduled on August 23. However, I have enclosed a copy of the foreclosure notice re-advertising the sale and it appears to list the foreclosure date as August 23, 2004. Obviously, this would be incorrect. I propose that the lender delay foreclosure given the error in the publication and that efforts be made to see if an insurance adjuster can be obtained to determine if there are enough funds available from the storm damage to pay off the loan and thereby negate the need for further action from the Lender.

In follow-up to our phone conversation from a few weeks ago, Mr. Roy Brooks has contacted my office once again to see if this foreclosure on the subject properties can be forestalled or delayed. It would appear that forced insurance was placed on the three homes by the Lender. I have enclosed a copy of the insurance paperwork in my possession for your review. I have inspected the homes and it does appear that there is some damage to some of the properties caused by Hurricane Ivan.

Dear Beth:

(VIA FACSIMILE with "hard-copy" to follow)
Beth McFadden Rouse
McFadden, Lyon and Rouse, LLC
718 Downtowner Blvd.
Mobile, AL 36609

October 4, 2004

JAMES N. THOMAS, L.L.C.
ATTORNEY & COUNSELOR AT LAW
405 ELM STREET
POST OFFICE BOX 974
TROY, ALABAMA 36081-0974
TELEPHONE (334) 566-2181
FACSIMILE (334) 566-6004
E-MAIL attorney405@charternet

Here's How It Works...

- Ad must be mailed, faxed or

! LEADS

his sale is subject to postposenent or nonposenent, contact with Enny Rudegea a phone number known below prior to tendence at sale.

Centand Morlogagge Corporation
Morlogagge/Enny Rudegea

Enny Rudegea
SIROTE
P.O. Box 5572
Birmingham, A
35255-5722

DE

2004, at the north entrance of the Courthouse of Pike County, Alabama, Church Street, Troy, Alabama 36081. The following described real property in the County of Pike, State of Alabama, being the same property described in the above referred to mortgage.

Said sale will be made for the purpose of paying the indebtedness secured by the above described mortgage to The Headland National Bank, mortgagee, and the proceeds thereof will be applied as provided by terms of said mortgage.

geef/Handlereise
 (205)-930-5191
 Troy Messenger
 9/8, 9/15 & 9/22
 2004

THE MESSENGER.

Wednesday, September 15, 2004

William McFadden
9172 West 5th
Wednesday, September 15, 2004

CHL/Brooks01369

ZI-608813 (8-97) A3066-01

IMPORTANT NOTICE

The insurance coverage provided by the above referenced policy has been requested by the insured lender or Mortgagee in absence of the required insurance on the described location. If you have other insurance covering this property, please request your insurance company or agent to notify the insured lender or Mortgagee promptly. Upon receipt of acceptable notice of other coverage, this coverage will be cancelled.

YOU ARE NOT AN INSURED UNDER THIS POLICY, AND YOU ARE NOT ENTITLED TO RECEIVE THE PROCEEDS FROM THIS POLICY IN THE EVENT OF LOSS OR DAMAGE TO YOUR PROPERTY. THIS POLICY PROTECTS ONLY THE MORTGAGEE'S INTEREST IN THE DESCRIBED LOCATION. THIS POLICY DOES NOT PROVIDE CONTENTS COVERAGE, PROPERTY DAMAGE LIABILITY COVERAGE, BODILY INJURY LIABILITY COVERAGE, MEDICAL PAYMENT COVERAGE, ANY OTHER FORM OF WORKERS COMPENSATION COVERAGE, FLOOD COVERAGE OR EARTHQUAKE COVERAGE.

IN CASE OF A LOSS, PLEASE CALL (800) 660-8519

THIS IS A NOTICE OF PREMIUM WHICH DOES NOT PROVIDE THE TERMS OF THE NAMED INSURED'S POLICY. YOU CAN LOOK AT THE POLICY AT THE NAMED INSURED'S ADDRESS SHOWN ABOVE.

RATING AMOUNT: \$23,000

DEDUCTIBLES:

OCCUPIED	\$1,000.00
VACANT	\$1,000.00
WIND & HAIL	\$1,000.00
HURRICANE	\$1,000.00

DESCRIBED LOCATION:

415 ICE STREET
TROY AL 36081

MASTER POLICY # : 4800-0100
LOAN # : 048649221
TOTAL PREMIUM : \$467.00
TYPE OF LOAN : 1ST/RES
NON-IMP/VAC

ROY BROOKS
319 DEAN ST
TROY, AL 36081

INSURED # : N5172818
EFFECTIVE DATE : 07/02/2004
EXPIRATION DATE : 07/02/2005

BORROWER'S NAME & ADDRESS :

COUNTRYWIDE HOME LOANS, INC
AND/OR ITS ASSIGNS A.T.I.M.A.
P O BOX 10212
INSURANCE DEPARTMENT SV-22
VAN NUYS, CA 91410-0212

BALBOA INSURANCE COMPANY
3349 MICHELSON DRIVE, SUITE 200
IRVINE, CA 92612-8893

NAMED INSURED & ADDRESS :

MORTGAGE PROTECTION COVERAGE
NOTICE OF PREMIUM

Claim # CW5172818
Number In. Co.
Commut



HOME LOANS
 Insurance Department, SV3-22
 P.O. Box 10212
 Van Nuys, CA 91410-0212

(800) 400-9083
 Fax: (800) 293-8158
 Date: SEPTEMBER 15, 2004

ROY BROOKS
 319 DEAN ST
 TROY, AL 36081
 Policy Number: N5172818

CERTIFICATE OF COVERAGE PLACEMENT

Re: Countrywide Loan #: 048649221
 Property Address: 415 ICE STREET
 TROY AL 36081

Loan Principal Balance: \$23,324.00
 Fire Insurance Annual Premium Amount under Countrywide's Policy, if obtained: \$467.00. (If the occupancy of your property changes, the premium charged may differ from the amount stated in this letter).
 Fire Insurance Coverage Amount under Countrywide's Policy, if obtained: \$23,000
 (This insurance may provide less coverage than was in effect previously).

Dear Roy Brooks:

We previously notified you that our records indicate the property address referenced above does not maintain evidence of existing and acceptable homeowners insurance. Per your loan agreement with us, we require you to maintain acceptable and continuous hazard insurance on your home, until you pay off your loan. Therefore, as provided for in the loan agreement, we have purchased insurance at your expense. Enclosed you will find a copy of the Notice of Premium for hazard insurance coverage that has been purchased by Countrywide from your escrow account, to protect its interest in the property. In the event that an escrow account was not previously established, you are obligated by your loan agreement to reimburse Countrywide for the premium paid within 15 days, or your monthly payment will be adjusted to collect the balance due.

In the event that a payment for our lender placed coverage was paid from your escrow account and you have your own policy:

- * You will receive a full refund of the payment, provided that your insurance coverage dates back to the expiration date of your previous policy.
- * If there is a lapse, the charges for the lapse will be charged to your escrow account.
- * If you do not have an escrow account, you are obligated by your loan documents to reimburse us for the insurance charges during the lapse period.

CHL/Brooks01371

**COUNTRYWIDE HOME LOANS, INC. CUSTOMERS
HAZARD INSURANCE REQUIREMENTS**

This notice is intended to summarize Countrywide's insurance requirements for your property.

In order to protect our respective interests in your property, Countrywide requires that its borrowers maintain minimum hazard insurance. Your hazard insurance coverage must be at a minimum of a one year fire and extended coverage policy with a "special" form endorsement, i.e.: fire only DFI; or DFI; homeowners policy - HO1. The insurance must not limit or exclude from coverage (in whole or in part) windstorm, hurricane, hail damages, or any other perils that are normally included under an extended coverage endorsement. Unless a higher maximum amount is required by law, the dwelling deductible may not exceed the greater of \$1,000 or 1% of the face amount of dwelling coverage. The amount of insurance coverage must at least equal the lesser of: (1) 100% of the insurable value of the improvements as established by the property insurer, or (2) the unpaid balance of the mortgage.

The policy must be issued by an insurance company licensed in the state in which the property is located and the named insured on the policy must be the same as the mortgagee/trustor on your mortgage or deed of trust. The policy must include a Standard Mortgage Clause naming Countrywide Home Loans, Inc. and its successors and/or assigns A.T.I.M.A. as mortgagee. To help us maintain accurate records on your account, your Countrywide account number (your loan number) must be included on all policies and correspondence with your insurer.

Due to changes in federal or state laws or regulations, Countrywide may modify its insurance requirements to include additional types or amounts of coverage. In this event, Countrywide will notify you prior to the effective date so that you may purchase the required coverage.

If you fail to provide proof of required insurance, Countrywide may obtain fire insurance coverage to protect our interest on your property at your expense. The cost of any fire insurance purchased by Countrywide will become an additional debt secured by your mortgage or deed of trust. This insurance will protect Countrywide's interest in the property. This insurance will only cover the value of your property up to the current principal balance of your loan. Accordingly, this insurance may not be sufficient to fully restore or repair your property to its previous condition, and this insurance will not protect an equity that you may have built up on your property. In addition, this insurance only covers the building or buildings and may have certain limits, exclusions, and restrictions that impact coverage. It provides no coverage for loss or damage to personal property (such as the personal contents of your home), loss from theft, or injury to persons or property for which you may be liable. Please note that this insurance will likely provide less coverage than was previously in effect, it may duplicate existing coverage, and it may be more expensive than your previous coverage. In the event of a claim, all payments under this coverage will be made to Countrywide and not to you. An affiliate of Countrywide Home Loans, Inc. may receive a commission or other compensation if insurance is obtained by Countrywide.

Countrywide strongly encourages you to purchase acceptable coverage on your own.

Thank you for your cooperation.

CHL/Brooks01387



STATE OF ALABAMA
COUNTY OF PIKE

AUCTIONEER'S DEED

2004 2738
Recorded in the Above
DEED Book & Page
12-30-2004 09:30:45 AM
William C. Stone - Probate Judge
Pike County, AL

WHEREAS, ROY BROOKS, JR., executed a mortgage to Administrator of the Small Business Administration, an Agency to the Government of the United States of America on the 1st day of February, 1996, on that certain real property hereinafter described, which mortgage is recorded in Mortgage Book 425, Page 213 and/or Book 425, Page 231, of the records in the Office of the Judge of Probate, Pike County, Alabama, which said mortgage was subsequently assigned to LPP Mortgage LTD. f/k/a Loan Participation Partners, LTD., A Texas Limited Partnership by instrument recorded in Miscellaneous Book 55, Page 374 of said Probate Court records; and

WHEREAS, in said mortgage the mortgagee was vested with full power and authority, upon the happening of a default in the payment of the principal note described in and secured by said mortgage or any installment of interest thereon, to sell said property hereinafter described at public outcry before the Court house door in the City of Troy, County of Pike, Alabama, for cash to the highest bidder, after giving notice of the time, place and terms of sale by an advertisement published once a week for three successive weeks in a newspaper published in the City of Troy, Alabama; and

WHEREAS, default was made in the payment of said indebtedness described in and secured by said mortgage; and

WHEREAS, notice of the time, place and purposes of said sale, as required by said mortgage has been given in The Troy Messenger, a newspaper published in the City of Troy, Alabama, by an advertisement published in the issues of said newspaper on July 23rd, 30th and August 6th, and 13th, 2004, which said was postponed by publication in The Troy Messenger, a newspaper of general circulation published in the City of Troy, Alabama, in its issue of September 15th, 2004; which said was postponed by publication in The Troy Messenger, a newspaper of general circulation published in the City of Troy, Pike County, Alabama, in its issue of October 10th, 2004; which said was postponed by publication in The Troy Messenger, a newspaper of general circulation published in the City of Troy, Pike County, Alabama, in its issue of October 27th, 2004; fixing the time of the sale of said property to be during the legal hours of sale on the 10th day of November, 2004, and the place of same at the front door of the Court house of Pike County, in the City of Troy, Alabama, and the terms of the sale to be cash; and

WHEREAS, a sale has been made of the said real property hereinafter described during the legal hours of sale on the 10th day of November, 2004, at the front door of the Court house of Pike County, in strict conformity with the powers of sale contained in the said mortgage, at which sale LPP Mortgage LTD. f/k/a Loan Participation Partners, LTD. was the highest and best bidder and did become the purchaser of the real property hereinafter described for the sum of \$6,750.00 cash in hand paid by said purchaser to Brandon Coots, as auctioneer who conducted the sale on behalf of the owner of said mortgage; the said LPP Mortgage LTD. f/k/a Loan Participation Partners, LTD., A Texas Limited Partnership, by and through Brandon Coots as such auctioneer, and as its attorney-in-fact, and Roy Brooks, Jr. by Brandon Coots, as their attorney-in-fact, under and by virtue of the authority contained in said mortgage, do hereby GRANT, BARGAIN, SELL AND CONVEY unto LPP Mortgage LTD. f/k/a Loan Participation Partners, LTD., its successors and assigns, the following described real property situated in the County of Pike, State of Alabama, to-wit:

Parcel 1

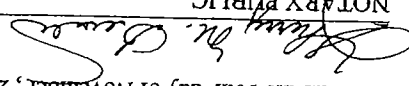
Lot #3 and 4, according to the Plat of Henderson Lake Subdivision #2, as recorded in the Office of the Judge of Probate of Pike County, Alabama, in Plat Book 2, Page 96.

Parcel 2

CHL/Brooks01388

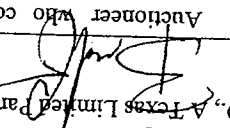
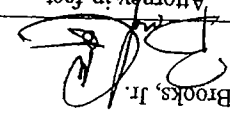
2

STATE OF ALABAMA
COUNTY OF PIKE

Given under my hand and notarial seal on this the 10th day of November, 2004.

 NOTARY PUBLIC
 My Commission Expires: 6/3/08

I, the undersigned Notary Public in and for said State and County, hereby certify that Brandon Coats, the auctioneer who conducted the sale, whose name as auctioneer and attorney-in-fact for LPP Mortgage LTD, f/k/a Loan Participation Partners, LTD, A Texas Limited Partnership is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he in his capacity as such auctioneer and attorney-in-fact and with full authority, executed the same voluntarily on the day the same bears date.

STATE OF ALABAMA
COUNTY OF PIKE

LPP Mortgage LTD, f/k/a Loan Participation Partners,
 LTD, A Texas Limited Partnership
 BY: 
 Auctioneer who conducted said sale and
 attorney-in-fact
 Roy Brooks, Jr.
 BY: 
 Attorney-in-fact

IN WITNESS WHEREOF, the said LPP Mortgage LTD, f/k/a Loan Participation Partners, LTD, A Texas Limited Partnership by and through Brandon Coats, as the auctioneer who conducted said sale, and as its attorney-in-fact and Roy Brooks, Jr. by Brandon Coats, as their attorney-in-fact, have hereunto set their hands and seals as of this the 10th day of November, 2004.

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments, easements and appurtenances thereunto belonging, or in anywise appertaining, TO HAVE AND TO HOLD the same unto the said LPP MORTGAGE LTD, f/k/a LOAN PARTICIPANT PARTNERS, LTD, the purchaser at said sale, its successors and assigns, forever, subject, however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

Subject to First Mortgage executed by Roy Brooks, Jr., an unmarried man to IAM Federal Credit Union dated January 11, 1994 and recorded in Mortgage Book 413, Page 72 of the records in the Office of the Judge of Probate, Pike County, Alabama, which was subsequently assigned to LPP Mortgage Ltd. by instrument dated July 23, 2003 in Miscellaneous Book 2003, Page 163.

One house and lot in the City of Troy, Pike County, Alabama, being more particularly described as follows: Beginning at the Southwest corner of Lot No. 6, Plat No. 3 of the Henderson Lands in Oakland Heights, as recorded in the Office of the Judge of Probate of Pike County, Alabama, Plat Book One, Page Sixty-Four, running thence Northward along the West line of said Lot and extension of same 245 feet, thence East 60 feet, thence Southward to the Southeast corner of said Lot No. Six 250 feet, thence Westward along the South line of said Lot Six to the point of beginning.

2004 2739
 Recorded in the Above
 DEED Book & Page
 12-30-2004 09:30:45 AM

Book/Pg: 2004/2738
Term/Cashier: WALT / CAROLYNP
Tran: 347.6594.8454
Recorded: 12-30-2004 09:31:23
MTX NO TAX COLLECTED
REC Recording Fee
SRF Special Recording Fee
Total Fees: \$ 25.00
JONES + Gato

0.00
18.00
7.00

This instrument prepared by:
Beth McFadden Rouse
McFADDEN, LYON & ROUSE, L.L.C.
718 Downtowner Boulevard
Mobile, Alabama 36609

7105 Corporate Drive, PTX-C-35
Plano, Texas 75024

Grantee's address:

NOTARY PUBLIC
My Commission Expires: 6/8/08

Given under my hand and notarial seal on this the 10th day of November, 2004.

I, the undersigned Notary Public in and for said State and County, hereby certify that Brandon Coote, whose name as attorney-in-fact for Roy Brooks, Jr. is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, in his capacity as attorney-in-fact, executed the same voluntarily on the day the same bears date.
2004 2740
Recorded in the Above
DEED Book & Page
12-30-2004 09:30:45 AM
William C. Stone - Probate Judge
Pike County, AL

CHL/Brooks01376



PS Form 3800, June 2002 See Reverse for Instructions

Sent To: Brooks or occupant
Street Apt. No. or PO Box No. 410 Hubbard Street
City, State, ZIP+4 Troy, AL 36081

Postage \$
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$

Postmark Here

OFFICIAL USE
For delivery information visit our website at www.usps.com®
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7003 1010 0004 4433 3696

PS Form 3800, June 2002 See Reverse for Instructions

Sent To: Brooks or occupant
Street Apt. No. or PO Box No. 415 Ice Sheet
City, State, ZIP+4 Troy, AL 36081

Postage \$
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$

Postmark Here

OFFICIAL USE
For delivery information visit our website at www.usps.com®
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7003 1010 0004 4433 3702

PS Form 3800, June 2002 See Reverse for Instructions

Sent To: Brooks or occupant
Street Apt. No. or PO Box No. 120 Hubbard Street
City, State, ZIP+4 Troy, AL 36302

Postage \$
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$

Postmark Here

OFFICIAL USE
For delivery information visit our website at www.usps.com®
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7003 1010 0004 4433 3689

McFADDEN, LYON & ROUSE, L.L.C.
ATTORNEYS AND COUNSELLORS AT LAW
718 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609-5499

TELEPHONE: (251) 342-9172
FACSIMILE: (251) 342-9457

December 15, 2004

STOVA F. McFADDEN
WILLIAM M. LYON, JR.
BETH McFADDEN ROUSE
WILLIAM S. McFADDEN
THOMAS H. BENTON, JR.
JOHN T. BENDER

REGULAR MAIL AND
CERTIFIED MAIL RETURN RECEIPT REQUESTED

Roy Brooks, Jr.
or Occupant
410 Hubbard Street
Troy, Alabama 36081

RE: Mortgage held by Countrywide Home Loans, Inc.
Loan No.: 41813044

Dear Mr. Brooks or Occupant:

This is to inform you that we have, on Wednesday, November 10th, 2004, sold the property securing the above mortgage at foreclosure sale, with LPP Mortgage Ltd. f/k/a Loan Participant Partners, being the purchaser:

Parcel I

Lot #3 and 4, according to the Plat of Henderson Lake Subdivision #2, as recorded in the Office of the Judge of Probate of Pike County, Alabama, in Plat Book 2, Page 96.

More commonly known as: 410 Hubbard Street, Troy, Alabama 36081

Parcel II

One house and lot in the City of Troy, Pike County, Alabama, being more particularly described as follows: Beginning at the Southwest corner of Lot No. 6, Plat No. 3 of the Henderson Lands in Oakland Heights, as recorded in the Office of the Judge of Probate of Pike County, Alabama, Plat Book One, Page Sixty-Four, running thence Northward along the West line of said Lot and extension of same 245 feet, thence East 60 feet, thence Southward to the Southeast corner of said Lot No. Six 250 feet, thence Westward along the South line of said Lot Six to the point of beginning.

More commonly known as: 415 Ice Street, Troy, Alabama 36081 and

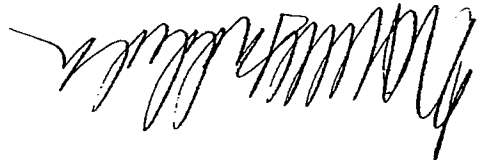
Mr. Brooks
December 15, 2004
Page 2

Subject to First Mortgage executed by Roy Brooks, Jr., an unmarried man to IAM Federal Credit Union dated January 11, 1994 and recorded in Mortgage Book 413, Page 72 of the records in the Office of the Judge of Probate, Pike County, Alabama; which was subsequently assigned to LPP Mortgage Ltd. by instrument dated July 23, 2003 in Miscellaneous Book 2003, Page 163.

This is to further demand pursuant to Section 6-5-251, Code of Alabama (1975) that you vacate and deliver possession of said property to LPP Mortgage Ltd. f/k/a Loan Participant Partners, within ten (10) days of the date hereof. Failure to do so will result in a forfeiture of your redemption rights and the immediate filing of eviction proceedings.

Very truly yours,

McFADDEN, LYON & ROUSE, L.L.C.



Beth McFadden Rouse
BMR/dw

CC: Countrywide Home Loans, Inc.

MCFADDEN, LYON & ROUSE, L.L.C.
ATTORNEYS AND COUNSELLORS AT LAW
718 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609-5499

TELEPHONE: (251) 342-9172
FACSIMILE: (251) 342-9457

December 15, 2004

STOVA F. MCFADDEN
WILLIAM M. LYON, JR.
BETH MCFADDEN ROUSE
WILLIAM S. MCFADDEN
THOMAS H. BENTON, JR.
JOHN T. BENDER

**REGULAR MAIL AND
CERTIFIED MAIL RETURN RECEIPT REQUESTED**

Roy Brooks, Jr.
or Occupant
415 Ice Street
Troy, Alabama 36081

RE: Mortgage held by Countrywide Home Loans, Inc.
Loan No.: 41813044

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Parcel I

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More commonly known as: 410 Hubbard Street, Troy, Alabama 36081

Parcel II

One house and lot in the City of Troy, Pike County, Alabama, being more particularly described as follows: Beginning at the Southwest corner of Lot No. 6, Plat No. 3 of the Henderson Lands in Oak and Heights, as recorded in the Office of the Judge of Probate of Pike County, Alabama, Plat Book One, Page Sixty-Four, running thence Northward along the West line of said Lot and extension of same 245 feet, thence East 60 feet, thence Southward to the Southeast corner of said Lot No. Six 250 feet, thence Westward along the South line of said Lot Six to the point of beginning.

More commonly known as: 415 Ice Street, Troy, Alabama 36081 and

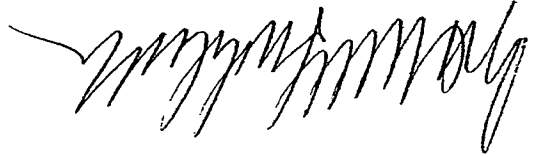
Mr. Brooks
December 15, 2004
Page 2

Subject to First Mortgage executed by Roy Brooks, Jr., an unmarried man to IAM Federal Credit Union dated January 11, 1994 and recorded in Mortgage Book 413, Page 72 of the records in the Office of the Judge of Probate, Pike County, Alabama; which was subsequently assigned to LPP Mortgage Ltd. by instrument dated July 23, 2003 in Miscellaneous Book 2003, Page 163.

This is to further demand pursuant to Section 6-5-251, Code of Alabama (1975) that you vacate and deliver possession of said property to LPP Mortgage Ltd. E/K/a Loan Participant Partners, within ten (10) days of the date hereof. Failure to do so will result in a forfeiture of your redemption rights and the immediate filing of eviction proceedings.

Very truly yours,

McFADDEN, LYON & ROUSE, L.L.C.



Beth McFadden Rouse
BMR/dw

CC: Countrywide Home Loans, Inc.

McFADDEN, LYON & ROUSE, L.L.C.
ATTORNEYS AND COUNSELLORS AT LAW
718 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609-5499

TELEPHONE: (251) 342-9172
FACSIMILE: (251) 342-9457

December 15, 2004

STOVA F. McFADDEN
WILLIAM M. LYON, JR.
BETH McFADDEN ROUSE
WILLIAM S. McFADDEN
THOMAS H. BENTON, JR.
JOHN T. BENDER

REGULAR MAIL AND
CERTIFIED MAIL RETURN RECEIPT REQUESTED

Roy Brooks, Jr.

or Occupant

120 Hubbard Street

Troy, Alabama 36322

RE: Mortgage held by Countrywide Home Loans, Inc.
Loan No.: 41813044

Dear Mr. Brooks or Occupant:

This is to inform you that we have, on Wednesday, November 10th, 2004, sold the property securing the above mortgage at foreclosure sale, with LPP Mortgage Ltd. f/k/a Loan Participant Partners, being the purchaser:

Parcel I

Lot #3 and 4, according to the Plat of Henderson Lake Subdivision #2, as recorded in the Office of the Judge of Probate of Pike County, Alabama, in Plat Book 2, Page 96.

More commonly known as: 410 Hubbard Street, Troy, Alabama 36081

Parcel II

One house and lot in the City of Troy, Pike County, Alabama, being more particularly described as follows: Beginning at the Southwest corner of Lot No. 6, Plat No. 3 of the Henderson Lands in Oakland Heights, as recorded in the Office of the Judge of Probate of Pike County, Alabama, Plat Book One, Page Sixty-Four, running thence Northward along the West line of said Lot and extension of same 245 feet, thence East 60 feet, thence Southward to the Southeast corner of said Lot No. Six 250 feet, thence Westward along the South line of said Lot Six to the point of beginning.

More commonly known as: 415 Ice Street, Troy, Alabama 36081 and

120 Hubbard Street, Troy, Alabama 36322

Mr. Brooks
December 15, 2004
Page 2

Subject to First Mortgage executed by Roy Brooks, Jr., an unmarried man to LAM Federal Credit Union dated January 11, 1994 and recorded in Mortgage Book 413, Page 72 of the records in the Office of the Judge of Probate, Pike County, Alabama, which was subsequently assigned to LPP Mortgage Ltd. by instrument dated July 23, 2003 in Miscellaneous Book 2003, Page 163.

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Very truly yours,

McFADDEN, LYON & ROUSE, L.L.C.



Beth McFadden Rouse
BMR/dw

CC: Countrywide Home Loans, Inc.

MCFADDEN, LYON & ROUSE, L.L.C.
ATTORNEYS AND COUNSELLORS AT LAW
718 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609-5499

TELEPHONE: (251) 342-9172
FACSIMILE: (251) 342-9457

March 11, 2005

STOVA F. MCFADDEN
WILLIAM M. LYON, JR.
BETH MCFADDEN ROUSE
WILLIAM S. MCFADDEN
THOMAS H. BENTON, JR.
JOHN T. BENOER

VIA FAX #334-566-8470

Roy Brooks, Jr.

RE: Mortgage held by Countywide Home Loans, Inc.
Loan No.: 41813044 & 48649221

Dear Mr. Brooks:

The following is necessary to redeem your property on or before 5:00 p.m. on March 31st, 2005:

Loan #41813044	Amount due to 11/10/04	\$11,376.06
	Interest from 11/11/04 to 03/31/05	143.51
	Attorney fees & cost of foreclosure	2,612.75
		<u>\$14,132.32</u>

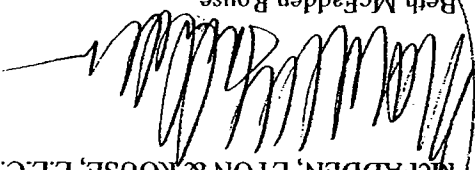
Loan #48649221	Amount due to 11/10/04	\$29,207.33
	Interest from 11/11/04 to 03/31/05	630.73
		<u>\$29,838.06</u>
	Total amount of redemption	\$43,970.38

*This amount is subject to change as lawful charges accrue.

Redemption funds must be tendered in certified funds payable to McFadden, Lyon & Rouse, L.L.C. This statement of the amount to redeem is made without waiver of right to assert failure to deliver possession pursuant to §6-5-251, Code of Alabama (1975). After March 31st, 2005 a new quote must be obtained.

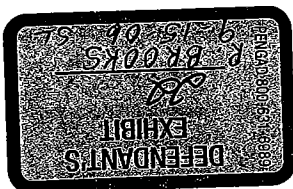
Very truly yours,

MCFADDEN, LYON & ROUSE, L.L.C.


Beth McFadden Rouse
BMR/dw

THIS IS AN ATTEMPT TO COLLECT A DEBT AND YOUR RESPONSE WILL BE USED FOR PURPOSES OF DEBT COLLECTION.





cc: Roy Brooks

James N. Thomas
James N. Thomas

Sincerely yours,

Should you have any questions, please feel free to call.

Please provide my office with some evidence of the claims payment for each property from the insurance companies along with a break down of the loan principal, interest and fees for each of the two properties. With this information, Mr. Brooks can then decide whether he will redeem the properties.

As you may recall, I was assisting Mr. Roy Brooks with some pre-foreclosure matters for the property described in the enclosed foreclosure deed prepared by your firm. Mr. Brooks is now in the process of trying to determine if he will redeem the property. Mr. Brooks has not been provided with a detailed break down of what the insurance companies paid on the properties despite his large investment of time to get both claims paid. As you may recall, Mr. Brooks was trying to negotiate with the insurers in an effort to surrender the insurance funds to the lender in exchange for the property.

Dear Beth:

Re: Foreclosure by LLP Mortgage LTD against Roy Brooks

Beth McFadden Rouse
McFadden, Lyon and Rouse, LLC
718 Downtowner BLVD
Mobile, AL 36609

March 21, 2005

JAMES N. THOMAS, L.L.C.
ATTORNEY & COUNSELOR AT LAW
405 ELM STREET
POST OFFICE BOX 974
TROY, ALABAMA 36081-0974
TELEPHONE (334) 566-2181
FACSIMILE (334) 566-6004
E-Mail attorney405@charter.net

12/3/05



LNHIST 974 04/01/2003

Shannon Marie Utley

Sincerely,

Shannon Marie Utley
Customer Service, SV-B314 Department
Encl.

Enclosed is a loan history that provides a detailed outline of transactions for the above-referenced account number. Please note that this history provides pertinent information on payments received, tax and insurance payments disbursed, and late charges assessed and paid. This history statement does not include late charges which may be due for payments not yet received.

Countrywide is committed to providing you with quality loan service. If we can be of assistance in the future, please feel free to contact one of our Customer Service Representatives at 1-800-669-6607.

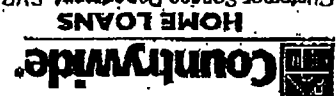
Dear Homeowner:

Requested Date: 03/07/2005
Account No.: 41813044

ROY BROOKS JR
907 N MAIN ST
BRUNNIDGE, AL 36010

Customer Service, SV-B314
P. O. Box 5170
Simi Valley, CA 93062-5170

HOME LOANS



Customer Service Department SVB-314
PO Box 5170
Simi Valley, CA 93093-5170

Notice Date: March 23, 2005

Account No.: 41813044

Property Address:
319 Dean St
Troy, AL 36081

Roy Brooks Jr
907 N Main St
Brundage, AL 36010

This letter is to confirm the amount that your insurance company sent to pay off your mortgage. We received \$9287.00 on December 31, 2004.

We hope we have addressed your concerns satisfactorily.

If you should require any further assistance, please feel free to contact our Customer Service Department directly at 1-(800) 669-6607.

Thank you for the opportunity to be of service.

Sincerely,

Shannon U

Customer Service

Other copy att.

Please write your account number on all correspondence. CSPOFF 803/4115 08/27/2003

This communication is from a debt collector.

Thank you for the opportunity to be of assistance.

THANK YOU FOR YOUR BUSINESS

If you need further information, please call our Customer Service Department at 1-(800) 669-6607.

A FRIENDLY SUGGESTION

We hope we have addressed your concerns satisfactorily.

This letter is to confirm that payoff funds for the above-referenced loan account were received on 12/31/2004.

Thank you for your recent correspondence addressed to Countrywide Home Loans.

ABOUT YOUR LOAN

Property Address:
319 Dean St
Troy, AL 36081

Account No.: 41813044

Notice Date: March 24, 2005

Roy Brooks Jr
319 Dean Street
Troy, AL 36081

Customer Service Department-SVB-314
PO Box 5170
Simi Valley, CA 93083-5170

Countrywide
HOME LOANS

2110 Hubbard St. Troy, AL

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND DESTROY THIS DOCUMENT.

Date and time of transmission: Thursday, March 24, 2005 9:57:42 AM
Number of pages including this cover sheet: 02

Fax notes:

Name: John Swanson
Fax Number:
Voice Phone:
Name: Roy Brooks Jr.
Company:
Fax Number: 13345668470
Voice Phone:

To:
From:

450 American Street, MSN
Simi Valley, California 93065-6285

FACSIMILE COVER SHEET

410 Hubbard St. Gary IN

Please write your account number on all correspondence. CNFRMATN 1601/2957 10/29/2003

If you have any questions, please feel free to contact us at (800) 669-6607.

WHAT YOU NEED TO DO

Please be advised that it takes an average of 60 days for the credit reporting agencies to complete the submitted credit adjustment. If your credit report remains unchanged after 60 days, please contact the credit reporting agencies for an explanation.

Equifax Credit Information Services (800) 685-1111
Experian
Innovis Data Solutions
Trans Union Credit Information (800) 916-8800
(800) 540-2505
(888) 397-3742

The request for adjustment was submitted on March 24, 2005 to the following reporting agencies:

WHAT THIS MEANS

Show loan foreclosed with zero balance on 11/04.

This is to confirm that the following credit report adjustment was submitted to the four main Credit Bureaus:

IMPORTANT MESSAGE ABOUT YOUR LOAN

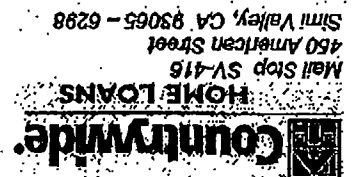
Property Address:
319 Dean St
Troy, AL 36081

Roy Brooks Jr
319 Dean Street
Troy, AL 36081

Account No.: 41813044

Notice Date: March 24, 2005

*the document show
that account was pay
off in full.*



Please write your account number on all correspondence. CNFRMATIN 1601/2957 10/29/2003

If you have any questions, please feel free to contact us at (800) 669-6607.

WHAT YOU NEED TO DO

Please be advised that it takes an average of 60 days for the credit reporting agencies to complete the submitted credit adjustment. If your credit report remains unchanged after 60 days, please contact the credit reporting agencies for an explanation.

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Experian (888) 397-3742
Innovis Data Solutions (800) 540-2505
Trans Union Credit Information (800) 916-8800

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WHAT THIS MEANS

Show loan foreclosed with zero balance on 11/04.
This is to confirm that the following credit report adjustment was submitted to the four main Credit Bureaus:

IMPORTANT MESSAGE ABOUT YOUR LOAN

This 180 - Hubbert Street
Troy, AL 36081

Property Address:
319 Dean St
Troy, AL 36081

Account No.: 41813044

Notice Date: March 24, 2005

Roy Brooks Jr
319 Dean Street
Troy, AL 36081

Mail Stop SV-418
450 American Street
Shirley, CA 93065 - 6298

Countrywide
HOME LOANS

*This Disbursement Show
that account were pay
in full.*

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND DESTROY THIS DOCUMENT.

THANK YOU.

Number of pages including this cover sheet: 02

Date and time of transmission: Thursday, March 24, 2005 9:57:50 AM

Fax notes:

To:

From:

Voice Phone:

Fax Number:

Company:

Name:

Voice Phone:

Fax Number:

Name:

13345668470

Roy Brooks Jr.

Shawn Gosik

450 American Street, MSN
Simi Valley, California 93065-6285

FACSIMILE COVER SHEET

*The Docket must show
that account was full*